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SAPC- 16732
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Contract No. FL-3011
Amendment No. 7

Westinghouse Electric Corporation
Friendship International Airport
Baltimore 27, Maryland

23 JUN 1957

Gentlemen:

1. This document constitutes Amendment No. 7 to Contract No. FL-3011, dated 27 March 1956, between Westinghouse Electric Company, Baltimore, Maryland, and the United States of America.

2. Pursuant to the clause of this contract entitled "Changes", the Government does hereby amend this contract, as heretofore amended by Amendments Nos. 1, 2, 3, 4, 5, and 6, as hereinafter set forth.

(a) Delete in its entirety APPENDIX I (Revised 6 June 1956) to the SCHEDULE of Contract No. FL-3011 and all modifications of said APPENDIX I (Revised 6 June 1956) as contained in Amendments Nos. 4, and No. 6 to the contract and substitute in lieu thereof APPENDIX I (Revised 31 May 1957) attached hereto.

(b) In consideration of the Contractor's performance of the additional work added to this contract by this Amendment No. 7, and the establishment of a ceiling price for Items 1 through 15, the total contract price is increased by \$1,126,652.00 which is subject to the provisions of PART IV - PRICE REDETERMINATION of the schedule as amended. Accordingly, the amount of THREE MILLION, SIX HUNDRED FORTY ONE THOUSAND, NINE HUNDRED AND SEVENTY FIVE DOLLARS (\$3,641,975) stated in Paragraph A, PART II - CONSIDERATION AND PAYMENT of the Schedule, as amended by Amendment No. 6 is deleted and the following amount is substituted therefor:

"FOUR MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND, SIX HUNDRED AND TWENTY SEVEN DOLLARS (\$4,768,627). Of this amount, \$60,397.92 is subject to the availability of Fiscal Year 1958 funds for Lot II equipment of Item 16(b)."

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28-FL-3011
2-Contractor
3-Insurance
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(c) Delete in its entirety PART IV - PRICE REDETERMINATION, in the Schedule of Contract No. FL-3011 as amended by Amendment No. 6 and substitute in lieu thereof the clause entitled "PART IV - PRICE REDETERMINATION" attached hereto.

3. All other terms, conditions, and requirements of Contract No. FL-3011 remain unchanged.

4. Please indicate your receipt of this Amendment No. 7 to Contract No. FL-3011 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy of this Amendment to the undersigned and retain the remaining copy for your files.

Very truly yours,

Contracting Officer

ACKNOWLEDGED AND ACCEPTED
this 28th day of June, 1957.
WESTINGHOUSE ELECTRIC CORPORATION

BY

TITLE

Vice Pres.

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APPENDIX I - (Rev. 31 May 1957)

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
5.	One (1) Set Maintenance Tools and Test Equipment in accordance with Contractor's letter of 22 May 1957, and the following documents:	
	(a) Appendix "B" of Proposal AAN-40037-C Revision 1, dated 21 December 1955 as superseded by	
	(b) Appendix "B" Revised June 11, 1956 entitled "Ground Support Equipment" as revised by	
	(c) Revision 1 to Appendix "B" dated November 5, 1956.	
	Equipment Requirement Group 1:	
	None	
	Equipment Requirement Group 2:	
	1 Set - Total Estimated Price	\$ 75,020.00
	Delivery: June 1956	
6.	One (1) Set Spare Parts in accordance with the Contractor's letter of 22 May 1957 and the following documents:	
	(a) Appendix "C" of Proposal AAN-40037-C, Revision 1, dated 21 December 1955, as revised by	
	(b) Contractor's Proposal dated June 6, 1956, Subject: "Revisions to Appendix C" and Appendix C (Revised) dated May 7, 1956, covering Items 1 through 388, as supplemented by	
	(c) Contractor's Proposal dated 6 June 1956, Subject: "Contract FL-3011, Spare Parts Exhibit E dated 30 April 1956", consisting of Items 389 through 1239, as supplemented by	
	(d) Revision 1 to Appendix C (Revised) dated November 16, 1956 and Revision 1 to Exhibit E dated November 26, 1956 as submitted by Contractor's letter of 3 December 1956.	

APPENDIX I - (Rev. 31 May 1957)

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
	(e) The Appendixes and Exhibits mentioned above are further revised and summarized in the column marked Lot I of "Spares Bill of Material 1JC4760 Revision F" consisting of 60 pages.	
	Equipment Requirement Group 1:	
	2/3 of 1 set - Total Estimated Price	\$166,035.00
	Equipment Requirement Group 2:	
	1/3 of 1 set - Total Estimated Price	83,017.00
	Equipment Requirement Group 3:	
	None	
	Total Estimated Price	\$249,052.00
	Delivery: Partial in June 1956 and complete in May 1957.	
7.	One (1) set - Antenna, consisting of two each antennas for use with the equipment furnished under Item No. 2, above, and in accordance with Contractor's proposal and specification dated 23 March 1956 and Contractor's letter of 22 May 1957.	
	Equipment Requirement Group 1:	
	None	
	Equipment Requirement Group 2:	
	1 Set - Total Estimated Price	209,822.00
	Equipment Requirement Group 3:	
	None	
	Delivery: In August 1956; however, Contractor agrees to exert its best efforts to effect complete delivery in July 1956.	
8.	The Contractor shall perform the following work and services which are further described in its proposal of 11 May 1956;	

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APPENDIX I - (Rev. 31 May 1957)

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
	Equipment Requirement Group 1:	
	One (1) Set - Estimated Price	\$ 5,918.00
	Equipment Requirement Group 2:	
	Six (6) Sets - Estimated Price	32,110.00
	Equipment Requirement Group 3:	
	Four (4) Sets - Estimated Price	21,972.00
	Total Estimated Price	\$60,000.00

Delivery:

Equipment Requirement Group 1
1 unit of Item 13a in Dec.1956

Equipment Requirement Group 2
1 unit of Item 13c in Feb.1957
1 unit of Item 13c in May 1957
2 units of Item 13d in Jan. 1957
1 unit of Item 13d in Feb.1957
1 unit of Item 13d in March 1957

Equipment Requirement Group 3:
1 unit of Item 13a in Apr.1957
1 unit of Item 13a in May 1957
1 unit of Item 13b in Mar.1957
1 unit of Item 13b in Apr.1957"

14.

- (a) Contractor's Proposal of 15 June 1956 and Appendix B, Revised, dated 11 June 1956 as supplemented by
- (b) Revision 1 to Appendix B dated November 5, 1956 as further revised and summarized by
- (c) Contractor's Proposal of 21 December 1956 and Exhibit "F" dated Dec. 4, 1956.

Equipment Requirement Group 1:	
(1) One set - Estimated Price	28,125.50
Equipment Requirement Group 2:	
Three (3) Sets - Est. Price	84,382.50

APPENDIX I - (Rev. 31 May 1957)

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
Equipment Requirement Group 3:		
	Two (2) Sets - Estimated Price	<u>\$56,255.00</u>
Total Estimated Price		\$168,763.00
Delivery:		
	*1st Set - Begin Sept.1956 and complete in December 1956.	
	*2nd Set - Begin Sept.1956 and complete in December 1956.	
	3d Set - January 1957	
	4th Set - February 1957	
	5th Set - March 1957	
	6th Set - April 1957	
	*A detailed survey will be made of the Ground Support Equipment listing the items scheduled for delivery after September. Recommendation will be made for action to be taken to provide these items for the first and second sets in September and October respectively.	
15.	Six (6) sets - Spare parts for Ground Support Equipment in accordance with Contractor's letter of 22 May 1957 and the following documents:	
	(a) Contractor's Proposal of 15 June 1956 and Exhibit "D" dated June 5, 1956 as supplemented by	
	(b) Revision 1 to Exhibit "D" dated November 5, 1956 as further revised and summarized by	
	(c) Contractor's Proposal of 21 December 1956 and Exhibit "G" dated November 23, 1956	
Equipment Requirement Group 1:		
	One (1) Set - Estimated Price	12,814.83
Equipment Requirement Group 2:		
	Three (3) Sets - Estimated Price	38,444.51
Equipment Requirement Group 3:		
	Two (2) Sets - Estimated Price	<u>25,629.66</u>
Total Estimated Price		\$76,889.00

APPENDIX I - (Rev. 31 May 1957)

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
	Delivery - same as for Item 14, above.	
	<u>Total Estimated Target Contract Price</u> <u>for Items Nos. 10 through 15 subject</u> <u>to the Provisions of PART IV - PRICE</u> <u>REDETERMINATION of the Schedule.</u>	\$2,027,652.00
16.	Spare Parts as set forth in Lot II, Lot III and Lot IV of the following documents:	
	(a) Contractor's Proposal of 25 March 1957 Subject: "Contract FL-3011, Spare Parts for Equipment, Westinghouse Reference AAN-30367," and the "Spares Bill of Material 1JC4760 Revision F" consisting of 60 pages as supplemented by	
	(b) Revision 1 to 1JC4760 Rev.F dated April 23, 1957	
	Equipment Requirement Group 1: Lot II - Estimated Price	\$67,445.64
	Equipment Requirement Group 2: Lot III - Estimated Price	195,961.92
	Equipment Requirement Group 3: Lot IV - Estimated Price	<u>172,810.44</u>
	Total Estimated Price	\$ 436,218.00
	Delivery: Commence in three months and be complete in nine months from 28 May 1957. The Spare Parts shall be packed in accordance with Ex- hibit "A" entitled "Proposed Packing, Packaging and Marking Procedures which is incorporated herein by reference.	
	NOTE : Spares requirements for the various flyaway kits as well as the depot stocks are included in Lots II, III and IV. Lots III and IV each include two thirty day flyaway kits which will be shipped individually and separate from the spares intended for Depot Stocks.	

APPENDIX I - (Rev. 31 May 1957)

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
	<u>Total Estimated Contract Price for</u> <u>Item No. 16 subject to the provi-</u> <u>sions of PART IV - PRICE REDETERMI-</u> <u>NATION, of the Schedule.</u>	<u>\$436,218.00</u>
	TOTAL ESTIMATED CONTRACT PRICE OF APPENDIX I	<u>\$ 4,267,603.00</u>

SECRET**PART IV - PRICE REDETERMINATION**

A. Because of the nature of the services called for by this contract and the uncertainty as to the cost of performance hereunder, the parties to this contract agree that the total estimated contract prices set forth in the Appendixes, hereto, may be increased or decreased, in accordance with the provisions of this clause.

B. Promptly after 1 August 1956, with respect to Items Nos. 1, 2, 3, 4, 5, 6, 8, 9, and 9A in APPENDIX I, and promptly after 28 February 1957 with respect to Items Nos. 7 and 10 through 15 in APPENDIX I, and promptly after 30 June 1957 with respect to Item No. 1 in APPENDIX II, and promptly after four months from acceptance by the Contractor of Amendment No. 6 with respect to Item No. 16 in APPENDIX I, or such other dates as may be mutually agreed upon by the parties hereto, the parties shall negotiate to determine whether the total estimated contract prices for the respective items shall be revised and new total contract prices established, such new total contract prices to be fixed and to represent the total amounts payable to the Contractor for satisfactory performance of the contract, including all services theretofore furnished or thereafter to be furnished.

C. As soon as practicable, and in no case later than sixty (60) days after 1 August 1956, the Contractor shall furnish to the Contracting Officer a statement, in such form and detail as the Contracting Officer may prescribe, of the cost (including estimates to completion) of furnishing the services called for under Items Nos. 1, 2, 3, 4, 5, 6, 8, 9, and 9A of APPENDIX I, together with such information as may be pertinent in the negotiations for the revised total contract price pursuant to this clause for said Items Nos. 1, 2, 3, 4, 5, 6, 8, 9, and 9A. The same procedure shall apply with respect to the furnishing of the statement of cost after 28 February 1957 for Items Nos. 7 and 10 through 15 of APPENDIX I and after 30 June 1957 for Item No. 1 of APPENDIX II and promptly after four months from acceptance by the Contractor of Amendment No. 6 for Item No. 16. Such statements of cost shall fairly reflect the normal operations of the Contractor's cost system, taking into account any deviations for such normal cost system as is required by the security restrictions placed upon the Contractor by the Government in the performance under this contract. The Contracting Officer shall have the right at all reasonable times to make, or cause to be made by Government employees, or other person or persons agreed upon by the parties, such examinations or audits of the Contractor's books, records and accounts, as he may request.

D. Upon the filing of each of the statements and other pertinent information required by Paragraph C of this clause, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon reasonable revised total contract prices for the contract, which upon the basis of such statements and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such revised total contract prices, consideration will be given to the extent to which the Contractor

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